

LOAN AGREEMENT
Including Truth-in-Lending Disclosure

Lender: (Called "We", "Us", "Our") HOUSEHOLD FINANCE CORPORATION II 1957 WOODBURY AVE. PORTSMOUTH, NH 03801	
Borrowers: (Called "You", "Your") WARREN G. COUSINS JR KRISTI COUSINS 317 TATNIC RD. WELLS, ME 04090	
Date of Loan: 10/19/2006	Loan Number:

In this agreement, "you", "your" mean the Borrower(s) who signs this agreement. "We", "us" and "our" refer to the Lender. This agreement covers the terms and conditions of your loan. It is important to us that you clearly understand the features of your loan. Please read this agreement carefully, and ask us any questions you may have.

Truth-in-Lending Disclosure			
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
8.715%	\$427,884.41 ("e")	\$266,998.39	\$694,882.80 ("e")
Your payment schedule will be:			
Number of Payments	Amount of Payments	When Payments are Due ("e")	
1	\$2,144.70	Day 19 of each month thereafter.	
323	\$2,144.70	Day 19 of each month thereafter.	
"e" means an estimate			
<div style="border: 1px solid black; padding: 10px; text-align: center;"><p>YOU ARE GIVING US A SECURITY INTEREST IN THE REAL PROPERTY AS DESCRIBED IN THE MORTGAGE AND LOCATED AT:</p><p>317 TATNIC RD. WELLS, ME 04090</p></div>			



Late Charge	If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to the LESSER of 5% of the unpaid amount of the monthly installment or \$10.00.
Prepayment	You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.
See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.	

The Settlement Statement provides your disbursements and the itemization of the Amount Financed.

ABOUT THE SECURITY:

Your Obligation to Insure	You shall keep the structures located on the real property securing your loan insured against damage caused by fire and other physical hazards, name us as a loss payee and deliver to us a loss payable endorsement. If insurance covering the real property is canceled or expires while your loan is outstanding and you do not reinstate the coverage, we may obtain, at our option, hazard insurance coverage protecting our interest in the real property as outlined below.
Real Property Taxes and Homeowners Insurance	Homeowners Insurance covering fire and other hazards on the real property security is required, naming us as a loss payee for the term of your loan. You shall pay us on the day that monthly installments are due under this agreement, an additional sum (the "Funds") to be used to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over the Mortgage as a lien or encumbrance on the real property; (b) leasehold payments or ground rents on the real property, if any; (c) premiums for any and all insurance required by us under this agreement and the Mortgage ("Escrow Items"). You will pay us the Funds for Escrow Items unless we waive your obligation to pay the Funds for any or all Escrow Items. We may waive your obligation to pay us Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, you will be solely responsible for paying the amounts due for any Escrow Items directly and, if we require, you shall furnish us with receipts evidencing such payment within such time period as we may reasonably require.
Title Insurance	Title insurance on the real property security is required, naming us as a loss payee. You must purchase title insurance or its local equivalent protecting our lien on the real property as a condition to obtaining your loan. You may purchase title insurance from any title insurance provider you choose that we reasonably believe provides sufficient financial protection to us. You request such title insurance

**Lender's Right to Place
Hazard Insurance**

and authorize us to deduct the costs of the title insurance from your loan proceeds in order to pay the title insurance provider.

You authorize us, at our option, to obtain hazard insurance coverage on the real property in an amount not greater than the outstanding balance of principal and interest on your loan or, if known to be less, the replacement value of the real property, in the event that you fail to maintain the required hazard insurance outlined above or fail to provide adequate proof of its existence. You authorize us to charge you for the costs of this insurance. We may choose to add the insurance charges to the unpaid balance of your loan, which will accrue interest at the Contract Rate, or bill you for the annual premium on a periodic basis. The addition of the insurance charges due might increase the amount of your final monthly installment. The cost of lender-placed hazard insurance might be higher than the cost of standard insurance protecting the real property. The lender-placed insurance will not insure the contents of the real property or provide liability coverage. The insurance might not be the lowest cost coverage of its type available and you agree that we have no obligation to obtain the lowest cost coverage. We or an affiliated company might receive some benefit from the placement of this insurance and you will be charged for the full cost of the premium without reduction for any such benefit. If at any time after we have obtained this insurance, you provide adequate proof that you have subsequently purchased the required coverage, we will cancel the coverage we obtained and credit any unearned premiums to your loan.

ABOUT YOUR LOAN REPAYMENT:

SCHEDULED MATURITY DATE	10/19/2033	PREPAID FINANCE CHARGES	\$13,552.17
MONTHS OF CONTRACT	324	PRINCIPAL	\$280,550.56
CONTRACT RATE (per year)	8.150%		
AMOUNT FINANCED	\$266,998.39		

Promise to Pay

You agree to the terms of this agreement and promise to pay us the principal (Amount Financed plus prepaid finance charges consisting of Origination Fee/Points) plus interest which is computed at a rate of 8.150% (the "Contract Rate"). You agree to pay us in monthly installments as stated in the Payments provision of this agreement. You also agree to pay us: (a) other charges as provided in this agreement; (b) credit insurance charges, if any; (c) collection costs permitted by applicable law, including reasonable attorneys' fees otherwise due under your Mortgage and (d) any other charges reflected in your settlement statement.

Interest

Interest will be charged on the unpaid principal until the full amount of principal has been paid. You will pay us interest at a yearly Contract

Rate of 8.150%.

The interest rate required by this provision is the rate you will pay both before and after any default as described in this agreement.

Payments

Time and Place of Payments

You will pay us principal and interest by paying your monthly installments.

You will make your monthly installments to us on the same day of each month beginning on or about 11/19/2006. You will make these monthly installments every month until you have paid all of the principal and interest and any other charges described herein that you may owe under this agreement. Your monthly installments will be applied to interest before principal. If, on the Scheduled Maturity Date, 10/19/2033, you still owe amounts under this agreement, you will pay those amounts in full on that date, which amount will include interest at the then current Contract Rate or any such other rate as required by law.

You will make your monthly installments at the address shown on page one or at the address shown on your monthly billing statement or at a different place that we may give you.

Amount of Monthly Installments

Your monthly installments will be in the amount of \$2,144.70, plus the amount of any optional insurance you elected.

Prepayment

You may prepay your loan in full or in part at any time without penalty. If you pay off your loan early, you will not be entitled to a refund of that part of the Finance Charge consisting of any prepaid finance charges.

Late Charge

If your monthly installment is not paid in full within 15 day(s) after it is due, you will be charged a late charge equal to the LESSER of 5% of the unpaid amount of the monthly installment or \$10.00.

Additional Charges

You agree to pay any amounts actually incurred by us for services rendered in connection with the opening and servicing of your loan, as allowed by law. These amounts may include fees for appraisals, title examination, title insurance or its local equivalent, fees and taxes paid to public officials in connection with recording, releasing or satisfying the Mortgage and other taxes as shown in the Settlement Statement incorporated herein by this reference. You also agree to pay any other amounts incurred by us in connection with the servicing of your loan including any amounts that we may (but need not) pay or that are otherwise due under the Mortgage, incorporated herein by this reference.

Default

If you fail to make any monthly installment after it becomes due or fail to keep the required insurance in force or fail to comply with the terms of the Mortgage, we will notify you of your right to bring your account up to date, and if your account is not brought up to date within 14 days

after receipt of the notice of your right to cure, we may require you to pay us, at once the unpaid balance of your loan plus accrued interest and any other applicable charges in this agreement or sue you for the total amount you owe and if your loan is secured by real estate, you will pay our reasonable attorney fees not to exceed 15% of the unpaid debt after default and referral to an attorney who is not our salaried employee.

Balloon Payment Disclosure	If the final installment on your loan requires a balloon payment, which is a final payment not substantially equal to all other periodic payments or installments, you have certain rights under Maine law. We must notify you in writing of the Scheduled Maturity Date and the amount due on the Scheduled Maturity Date at least 60 days but not more than 180 days prior to the Scheduled Maturity Date of the loan. You have the right to refinance the amount of the balloon payment in order to fully amortize the remaining amount due on terms then generally offered by us, if you satisfy reasonable credit standards and if the property satisfies reasonable loan-to-value standards.
Security Interest	You agree to give us a security interest in the real property as described in the Mortgage.

ABOUT OUR RELATIONSHIP:

Exchange of Information	You understand and agree that we will call you from time to time to discuss your financial needs and any loan products that may be of interest to you as may be permitted by applicable law. For more information regarding our privacy practices, please refer to our Privacy Statement, which is included with your loan documents. You agree that the Department of Motor Vehicles (or your state's equivalent of such department) may release your residence address to us, should it become necessary to locate you.
Credit Bureau Reporting	If you fail to fulfill the terms of your loan, a negative report reflecting on your credit record may be submitted to a Credit Reporting Agency.
Telephone Monitoring	You agree that we may listen to and/or record telephone calls between you and our representatives for quality assurance purposes.
Insurance	Credit insurance is optional. Any applicable insurance disclosures are included with this agreement and are incorporated herein by this reference.
Alternative Dispute Resolution	The terms of the Arbitration Rider signed by you as part of your loan transaction are incorporated herein by this reference.
Applicable Law	The terms and conditions of this agreement will be governed by the Maine Consumer Credit Code.

If any provision of this agreement is finally determined to be void or unenforceable under any law, rule, or regulation, all other provisions of this agreement will remain valid and enforceable. Our failure to enforce any provision(s) to this agreement shall not be deemed to constitute a waiver of such term(s). In order for any amendment to this agreement to be valid, it must be agreed to by you and us.

You acknowledge that before signing this agreement, you have read and received this agreement which includes the Federal Truth-in-Lending disclosure and, as applicable, any other riders and/or disclosures incorporated herein by reference. By signing below, you agree to observe the terms and conditions of this agreement.

Borrower: Warren G. Cousins Jr Date: 10-19-06
WARREN G. COUSINS JR

Borrower: Kristi Cousins Date: 10-19-06
KRISTI COUSINS

ALLONGE TO NOTE

Account Number:

Allonge to Note Dated: **10/19/2006**

And Executed by: **WARREN G COUSINS JR**

KRISTI COUSINS

Property Address: **317 TATNIC RD.
WELLS, ME 04090**

Loan Amount: **\$280,550.56**

Pay to the order of: **U.S. BANK TRUST, N.A., AS TRUSTEE FOR LSF8
MASTER PARTICIPATION TRUST**

Without recourse: **HOUSEHOLD FINANCE CORPORATION II, BY
CALIBER HOME LOANS, INC. AS ITS
ATTORNEY-IN-FACT**

By:

Title:


Nathaniel Mansi
Ass't Vice President

ALLONGE TO NOTE

Account Number:

Allonge to Note Dated: **10/19/2006**

And Executed by: **WARREN G COUSINS JR**

KRISTI COUSINS

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WELLS, ME 04090**

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MASTER PARTICIPATION TRUST, BY CALIBER
HOME LOANS, INC., AS ITS ATTORNEY IN FACT**

By:

Title:


Nathaniel Mansi
Ass't Vice President